

## DATA USE AGREEMENT FOR HCUP STATE AMBULATORY SURGERY DATABASES

This agreement must be signed by anyone seeking to use data in the State Ambulatory Surgery Databases (SASD) maintained by the Center for Delivery, Organization, and Markets (CDOM), Agency for Healthcare Research and Quality (AHRQ) before access to such data can be granted. All data maintained by CDOM/AHRQ is confidential or proprietary except data specified for restricted access public release, or data authorized by AHRQ and the original data source for re-release.

Under section 924(c) of the Public Health Service Act (42 U.S.C. 299c-3(c)), data that identifies individuals or establishments collected by the Agency for Healthcare Research and Quality (AHRQ) may be used only for the purpose for which they were collected. Data supplied to AHRQ under the auspices of HCUP were provided by the data sources only for research, analysis, and aggregate statistical reporting.

No identification of persons--Any effort to determine the identity of any person contained in the databases (including but not limited to patients, physicians, and other health care providers) or to use the information for any purpose other than for research, analysis, and aggregate statistical reporting would violate the conditions of this data use agreement and therefore the above-referenced AHRQ confidentiality statute. Furthermore, under the statute, no identifying information may be published or released in any way without the consent of the person who supplied the information or who can be identified by the information. AHRQ omits from the data set all direct personal identifiers, as well as characteristics that might lead to identification of persons. It may be possible in rare instances, through complex analysis and with outside information, to ascertain from the data sets the identity of particular persons. Considerable harm could ensue if this were done. By virtue of this agreement, the undersigned agrees that such attempts will be prohibited and that information which could identify individuals directly or by inference will not be released or published. Because of these restrictions, users of the data must agree that they will not attempt to contact individuals for the purpose of verifying information supplied in the HCUP databases. Any questions about the data must be referred to AHRQ only.

Use of Establishment identifiers--Section 924(c) of the Public Health Service Act (42 U.S.C. 299c-3(c) ) also restricts the use of any information that allows the identification of establishments to the purpose for which the information was collected. Permission was obtained from the data sources (state data organizations, hospital associations, and data consortia) to use the identification of hospitals (when such identification appears in the data sets) for the purpose of conducting research only. Such research purpose includes linking institutional information from outside data sets for analysis and aggregate statistical reporting. Such purpose does not include the use of information in the data sets concerning individual establishments for commercial or competitive purposes involving those individual establishments, or to determine the rights, benefits, or privileges of establishments. Users of the data must not identify establishments directly or by inference in disseminated material. In addition, users of the data must not contact establishments for the purpose of verifying information supplied in the HCUP databases. Any questions about the data must be referred to AHRQ only.

The undersigned gives the following assurances with respect to the AHRQ data sets.

- I will not use nor permit others to use the data in these sets in any way except for research, analysis, and aggregate statistical reporting;
- I will require others in the organization (specified below) who use the data to sign this agreement (specifically acknowledging their agreement to abide by its terms) and will submit those signed agreements to AHRQ;
- I will ensure that the data are kept in a secured environment and that only authorized users have access to the data;
- I will not release nor permit others to release any information that identifies persons, directly or indirectly; I will not release information where the number of observations (i.e., discharge records) in any given cell of tabulated data is less than or equal to 10;
- I will not release nor permit others to release the data sets or any part of them to any person who is not a member of the organization (specified below), except with the approval of AHRQ;
- I will not attempt to link nor permit others to attempt to link the hospital stay records of persons in this data set with personally identifiable records from any other source;

## Data Use Agreement for HCUP State Ambulatory Surgery Databases (continued)

- I will not attempt to use nor permit others to use the data sets to learn the identity of any person included in any set;
- I will not use nor permit others to use the data concerning individual establishments (1) for commercial or competitive purposes involving those individual establishments, (2) to determine the rights, benefits, or privileges of individual establishments nor (3) to report, through any medium, data that could identify, directly or by inference, individual establishments;
- When the identities of establishments are not provided on the data sets, I will not attempt to use nor permit others to use the data sets to learn the identity of any establishment in the data sets;
- I will not contact nor permit others to contact establishments or persons in the data sets to question, verify, or discuss data in the HCUP databases;
- I will indemnify, defend, and hold harmless the data sources and AHRQ from any or all claims and losses accruing to any person, organization, or other legal entity as a result of violation of this agreement. This provision applies only to the extent permitted by federal law and regulation (i.e., to the extent permitted by 31 United States Code Section 1341 (Subtitle II, Chapter 13, Subchapter III, "Limitations on Expending and Obligor Amounts."));
- I will make no statement nor permit others to make statements indicating or suggesting that interpretations drawn are those of data sources or AHRQ;
- I will provide an abstract and reference for any published research material resulting from the use of these HCUP State Ambulatory Surgery Databases to the HCUP Central Distributor; and
- I will acknowledge in all reports based on these data that the source of the data is the specific state(s) or data organization(s) that submitted data to the HCUP (e.g., "Healthcare Cost and Utilization Project (HCUP), state name(s) State Ambulatory Surgery Databases (SASD), Agency for Healthcare Research and Quality").

I understand that these assurances are collected for the United States Agency for Healthcare Research and Quality to require compliance with its statutory confidentiality requirement. My signature indicates my agreement to comply with the above-stated requirements with the knowledge that any violation of this statute is subject to a civil penalty of up to \$10,000 under 42 U.S.C. 299c-3(d), and that deliberately making a false statement about this or any matter within the jurisdiction of any department or agency of the Federal Government violates 18 U.S.C. 1001 and is punishable by a fine of up to \$10,000 or up to five years in prison. Violators of this agreement may also be subject to penalties under state confidentiality statutes that apply to these data for particular states.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Note to Purchaser: Shipment of the data product will only be made to the person who signs this data use agreement.